

Teligent Services, Inc.

Carrier Access Services

CARRIER ACCESS SERVICES TARIFF

TELIGENT SERVICES, INC.

RATES, RULES, AND ADMINISTRATIVE REGULATIONS,

AS FILED WITH THE

KENTUCKY PUBLIC UTILITIES COMMISSION,

FOR FURNISHING

INTRASTATE CARRIER ACCESS SERVICES

WITHIN THE STATE OF KENTUCKY

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 30 2000

PURSUANT TO
SECTION 9-11
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

Issued: September 29, 2000

Issued By:
Terri B. Natoli
Vice President - Regulatory
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8065 Leesburg Pike, Suite 400
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CARRIER ACCESS SERVICES TARIFF

CHECK SHEET

The Title Page and pages 1 through 32, inclusive of this Tariff are effective as of the date shown.

<u>Page</u>	<u>Number of Revisions</u>
<u>Title</u>	<u>Except as Indicated</u>
1	Original*
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*Denotes new or revised pages pursuant to this transmittal

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<u>Page</u>	<u>Number of Revisions</u> <u>Except as Indicated</u>
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TABLE OF CONTENTS

	<u>Page No.</u>
CHECK SHEET	1
TABLE OF CONTENTS.....	3
TARIFF FORMAT SHEET.....	4
SECTION 1 - APPLICABILITY OF TARIFF	5
SECTION 2 - DEFINITIONS	6
SECTION 3 - RULES AND REGULATIONS	12
3.1 Undertaking of the Company	12
3.2 Limitations.....	12
3.3 Use of Service	12
3.4 Liabilities of Teligent	13
3.5 Responsibilities of the Customer	15
3.6 Interruption of Service.....	17
3.7 Restoration of Service	17
3.8 Application for Service	17
3.9 Deposits and Advance Payments.....	18
3.10 Taxes, Surcharges and Utility Fees	19
3.11 Customer Billing Inquiries	19
3.12 Late Payment and Returned Check Charges	19
3.13 Payment of Charges.....	19
3.14 Cancellation for Cause	20
3.15 Disconnection of Service.....	21
3.16 Title to Facilities.....	21
SECTION 4 - DESCRIPTION OF SERVICES OFFERED	22
4.1 Switched Access Service	22
4.1.1 General	22
4.1.2 Elements	24
4.1.3 800/888/877 Data Base Access Service	26
4.1.4 Information Surcharge.....	27
4.1.5 Obligations of Customer	28
4.2 Presubscription	29
SECTION 5 - RATES	31
5.1 Switched Access Service	31
5.2 Presubscription	32

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TARIFF FORMAT SHEET

Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

Page Revisions Numbers. Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the Kentucky Public Service Commission. For example, the fourth revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, *etc.*, the most current page number on file with the Commission is not always the tariff page in effect. Business Customers should consult with check sheet for the page currently in effect.

Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

- 1.
- 1.1
- 1.1.1
- 1.1.1.A.
- 1.1.1.A.1.
- 1.1.1.A.1.(a)
- 1.1.1.A.1.(a)(I)
- 1.1.1.A.1.(a)(I)(i)
- 1.1.1.A.1.(a)(I)(i)(1)

Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision.

All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, *etc.*). Business Customers should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

Symbols Used in This Tariff.

C	-	to signify changed regulation
D	-	to signify discontinued rate or regulation
I	-	to signify a rate increase
M	-	to signify matter relocated without change
N	-	to signify a new rate or regulation
R	-	to signify a rate reduction
S	-	to signify a reissued matter
T	-	to signify a change in text but no change in rate or regulation
Z	-	to signify a correction

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CARRIER ACCESS SERVICES TARIFF

SECTION 1 – APPLICABILITY OF TARIFF

This Tariff contains the regulations and rates applicable to the provision of Intrastate Interexchange Telecommunications Service by Teligent Services, Inc. (hereinafter referred to as "Teligent" or "Carrier"). These services are furnished between points within the State of Kentucky. Service is furnished subject to transmission, atmospheric and like conditions.

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SECTION 2 – DEFINITIONS

Access Arrangement - Any equipment or access facility necessary to connect the Customer's voice/data/video equipment to a Teligent Point-of-Presence for transmission purposes.

Account - Either a Customer's physical location or individual Service represented by a unique account number within the Billing Hierarchy. Multiple Services each with a unique account number may be part of one physical location.

Application for Service - The Teligent order process that includes technical, billing and other descriptive information provided by the Customer that allows Teligent to provide requested communications Services for the Customer and Customer's Authorized Users. Upon acceptance by Teligent, the Application for Service becomes a binding contract between the Customer and Teligent for the provision and acceptance of Services.

Authorization Code - A multi-digit code that enables a Customer to access Teligent's network and enables Teligent to identify the Customer's use for proper billing.

Authorized User - A person, firm, or corporation, who is authorized by the Customer to be connected to the Service of the Customer.

Automatic Number Identification (ANI) - The calling telephone number identification that is forwarded to Teligent's network by the Local Exchange Company (LEC) as a call is placed. ANI is provided by the LEC only when Feature Group B direct or Feature Group D interconnections are used to gain access to Teligent's telecommunications Service.

Bandwidth - The information-carrying capability of a channel. Analog transmission usually is expressed in kHz or MHz and digital transmission in Kbps and Mbps.

Billing Hierarchy - Allows Customers to combine multiple accounts and Services into a single billing structure. Customers can choose whether to have all Services invoiced together, invoiced separately, or in any combination thereof. In addition the Customer may specify where the invoices are to be sent and who is to receive them. The Customer can select the data format for their invoice and call detail, microfiche or magnetic tape.

Bit - An abbreviation of binary digit that is the smallest unit of information in a binary notation system.

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Called Station - The terminating point of a call (*i.e.*, the called number).

Calling Station - The originating point of a call (*i.e.*, the calling number).

Calling Area - A specific geographic area so designated for the purpose of applying a specified rate structure.

Carrier Identification Code (CIC) - A number assigned to any entity purchasing Feature Group B and/or D services. These codes are used with Feature Group B access as 950-XCIC, where X equals any digit 0 to 9 and CIC equals Carrier Identification Code, and casual calling with 10CIC.

Central Office - A Local Exchange Carrier's office where a Customer's lines are terminated for the purpose of offering local telephone service and to connect with interexchange carriers.

Channel or Circuit - A path for electrical or radio frequency transmission between two or more points having a bandwidth and termination of the Customer's own choosing.

Contiguous United States - The area consisting of 48 states and the District of Columbia that share common borders, as well as the offshore areas outside the boundaries of the coastal states to the extent that such areas pertain to and are subject to the jurisdiction and control of the United States within the meaning of the Outer Continental Shelf Land Act, 43 U.S.C Section 1331, *et. seq.*

Customer - The person, firm, company, corporation, or other entity, having a communications requirement of its own that is responsible for the payment of charges and for compliance with this Tariff.

Customer-Provided Equipment - Telecommunications equipment provided by a Customer used to originate calls using the Teligent's Service located at the originating location.

Dedicated Access Line (DAL) - A dedicated communications channel that terminates on a general access port provided by Teligent and has the capacity of a voice grade circuit.

Delinquent or Delinquency - An account for which payment has not been made in full on or before the last day for timely payment.

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Dialed Number Identification Service (DNIS) designates the digits to be outpulsed for each toll free number terminating to a dedicated access facility. DNIS allows a Customer to receive calls to multiple toll free numbers on the same dedicated access facility.

Digital Transmission - Information transmitted in the form of digitally encoded signals.

Direct Dialed Call - A call requiring no operator assistance.

Entrance Facility - The physical circuit arrangement that connects an Entrance Site to a Teligent Point-of-Presence.

Entrance Site - A location of Teligent's transmission facilities from which Services can be provided for a Customer to any other Entrance Site or Point-of-Presence.

Exchange Area - A geographically defined area wherein a local exchange company provides service using one or more central offices.

Exemption Certification is a written notification provided by the Customer certifying that Customer's dedicated facility should be exempted from the monthly Special Access Surcharge because (a) the facility terminates in a device not capable of interconnecting Teligent's Service with the local exchange network or (b) the facility is associated with a Switched Access Service that is subject to Carrier Common Line Charges.

Facility (or Facilities) - Any item or items of communications plant or equipment used to provide or connect to Teligent Services.

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Hierarchy - See Billing Hierarchy.

Incomplete Call - Any call where voice transmission between the calling and the called station is not established (*i.e.*, busy, no answer, etc.).

Integrated Services Digital Network (ISDN) - A dedicated or switched (where available) originating and terminating service providing end-to-end digital connection for the simultaneous transmission of voice, data, video, imaging, fax and other communications services over multiple channels which have been combined to provide a single transmission path.

Interexchange Carrier (IXC) - A common carrier that provides long distance domestic and international communication services to the public.

Invoice Point - A level in the billing hierarchy at which accounts are grouped together (aggregated) for the purpose of billing the Customer.

Kilo Bits Per Second (Kbps) - The number of one-thousand bits transmitted in a one second interval.

Local Access Facility - The channel provided by the local telephone company (or other local service provider) to connect the Point-of-Presence to a Customer location.

Local Exchange Company (LEC) - A company which furnishes local exchange telephone services.

Location - A physical premises to or from which Teligent provides Service. In instances where a Customer obtains Service from Teligent at multiple locations, each of these locations will be designated as either "associated" or "non-associated." An "associated" location is a location that a Customer owns or leases, or that is occupied by a business enterprise in which the Customer has an equity interest of twenty (20) percent or more or which is occupied by a franchisee of the Customer. All locations other than "associated" locations will be considered "non-associated."

Mega Bits Per Second (Mbps) - The number of one million bits transmitted in a one-second interval.

Minimum Annual or Monthly Commitment (MAC or MMC) - The amount of Service that the Customer commits to purchase during each year or each month of a promotional offering. The Customer's MAC/MMC includes charges for all Services identified in the Customer's agreement as contributory, after all applicable discounts. The MAC/MMC does not include non-usage charges, such as taxes, interest, surcharges, access facilities charges and other charges associated with access, fixed recurring charges, installation charges, and other non-recurring charges. If the Customer fails to satisfy the MAC/MCC, the Customer shall pay to Teligent, in addition to all other charges, the difference between the MAC/MCC and the Customer's actual charges for such Services for each year or month in which the Customer does not achieve the MAC/MCC.

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NXX - The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.

Normal Work Hours - The time after 8:00 AM and before 5:00 PM Monday through Friday excluding Carrier-observed Holidays.

North American Dial Plan (NADP) - The method of identifying calls in the public network of North America, called World Numbering Zone 1. The calls are identified by their NPA (area code) - NXX (exchange) - XXXX (station number) format.

NPA - An area code, otherwise called numbering plan area.

Off-Network Access Line (Off-Net) - A facility leased by Teligent and used in common by Customers to enter or exit the Teligent system. Off-Net is also known as switched Service.

On-Network Access Line (On-Net) - A facility that connects a Customer location directly to the Teligent network for entrance or exit. On-Net is also known as dedicated Service.

Other Common Carrier (OCC) - The term "other common carrier" denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications service.

Permanent Virtual Circuit ("PVC") - A virtual point-to-point (non-switched) logical link between two specific end-points over which packetized (frames) data can be transmitted according to defined service characteristics.

Point of Presence - Teligent's physical presence where Teligent maintains intercity communications channels and local distribution facilities for the purpose of providing its Services.

Premises - A building or buildings on contiguous property (except railroad rights-of-way, etc.)

Primary Interexchange Carrier (PIC) - The interexchange carrier to which a switched access line is presubscribed.

RF - Radio Frequency.

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Regular Billing - A standard bill sent in the normal monthly Teligent billing cycle. This billing consists of one bill for each account assigned to the Customer with explanatory detail showing the derivation of the charges.

Resp Org (Responsible Organization) - The entity responsible for managing and administering Customers' toll free records in the 800 Service Management System (SMS/800). The SMS/800 recognizes one Resp Org for each toll free number.

Services - Teligent's offerings, such as Outbound Service, Toll-Free Service, Calling Card Service, and Directory Assistance.

800 Service Management System (SMS/800) - The centralized operations support system used to create and update toll free records that are then downloaded to Service Control Points ("SCPs") for processing toll free service calls. The system is used by Resp Org to manage and administer toll free records.

Switch - The term "switch" denotes an electronic device that is used to provide circuit sharing, routing, and control.

Teligent - Teligent Services, Inc.

Timely Payment - A payment on a Customer's account made on or before the due date.

T-1 - A 1.544 Mbps digital transmission system equivalent to 24 voice frequency circuits/channels.

Underlying Carrier - A provider of telecommunications services from whom Teligent acquires services that it resells to Customers.

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CARRIER ACCESS SERVICES TARIFF

SECTION 3 – RULES AND REGULATIONS

3.1 Undertaking of the Company

- 3.1.1 Teligent undertakes to provide intrastate carrier access service on the terms and conditions and at the rates and charges specified herein.
- 3.1.2 Teligent installs, operates and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this Tariff. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer to allow connection of a Customer's location to the Teligent network. The Customer shall be responsible for all charges due for such service arrangements.
- 3.1.3 Teligent's Services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

3.2 Limitations

- 3.2.1 Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this Tariff. The obligation of Teligent to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer's order for Service. Teligent will make all reasonable efforts to secure the necessary facilities.
- 3.2.2 Teligent reserves the right to limit or to allocate the use of existing facilities, or to additional facilities offered by Teligent, when necessary because of lack of facilities, relevant resources, or due to causes beyond Teligent's control. In addition, Teligent reserves the right to discontinue Service when the Customer is using the Service in violation of law or the provisions of this Tariff.
- 3.2.3 Teligent does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.
- 3.2.4 Teligent reserves the right to refuse service to Customers due to insufficient or invalid charging information.

3.3 Use of Service

- 3.3.1 Services provided under this Tariff may be used only for the transmission of communications in a manner consistent with the terms of this Tariff and regulations of the Federal Communications Commission.
- 3.3.2 Services provided under this Tariff shall not be used for actual or threatened unlawful purposes. In addition, service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used in violation of the law.

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3.4 Liabilities of Teligent

- 3.4.1 Teligent's liability for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the installation, provision, termination, maintenance, repair or restoration occurring in the course of furnishing service, channels or other facilities, and not caused by the negligence of the subscribers, commences upon activation of service. In no event does Teligent's liability exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects occur. For the purposes of computing such amount, a month is considered to have thirty (30) days.
- 3.4.2 When the facilities of other service providers are used in establishing connections to points not reached by Teligent's facilities, Teligent is not liable for any act or omission of the other providers. The Customer will indemnify and save harmless Teligent from any third-party claims for such damages referred to in Section 3.4.1.
- 3.4.3 In no event will Teligent be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory service. Teligent will not be liable for claims or damages resulting from or caused by: (i) Customer's fault, negligence or failure to perform Customer's responsibilities; (ii) claims against Customer by any other party; (iii) any act or omission of any other party; or (iv) equipment or service furnished by a third party.
- 3.4.4 Teligent does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer shall indemnify and hold Carrier harmless from any and all loss, claims, demands, suits or other actions, or any liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.
- 3.4.5 Teligent is not liable for any defacement of, or damage to, the premises of a Customer resulting from the furnishing of services or the attachment of equipment, instruments, apparatus and associated wiring furnished by Teligent on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Teligent negligence. No agents or employees of other participating or service providers shall be deemed to be agents or employees of Teligent without written authorization. The Customer will indemnify and save harmless Teligent from any claims of the owner of the Customer's premises or other third party claims for such damages.

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- 3.4.6 Teligent and Customer shall be excused from performance under this Tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, labor dispute, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this Tariff or of the application for service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures which may create a force majeure condition for the other party. With respect to the services, materials and equipment provided hereunder, Teligent hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.
- 3.4.7 Teligent is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment that are transmitted or carried on the Teligent network. Teligent may work with Customers to recommend possible solutions to reduce unauthorized use of their facilities. However, Teligent does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities.
- 3.4.8 Where there is a connection via Customer-provided terminal equipment or Customer-provided communications systems, the point of demarcation shall be defined as the Teligent facility that provides interconnection. Teligent shall not be held liable for Customer-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.
- 3.4.9 In no event will Teligent be liable for protection of Customer's transmission facilities or equipment from unauthorized access, or for any unauthorized access to or alteration, theft or destruction of Customer's data files, programs, procedure or information through accident, fraudulent means or devices or any other method.
- 3.4.10 Teligent will not be responsible if any changes in its service cause hardware or software not provided by Teligent to become obsolete, require modification or alteration, or otherwise affect the performance of such hardware or software.

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3.5 Responsibilities of the Customer

- 3.5.1 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer-provided terminal equipment or communications systems with Teligent's facilities or services. The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for such interconnection.
- 3.5.2 The Customer shall ensure that the equipment and/or system is properly interfaced with Teligent's facilities or services; that the signals emitted into Teligent's network are of the proper mode, bandwidth, power, signal level or other technical parameters for the intended use of the Customer and in compliance with the criteria set forth in this Tariff, and that the signals do not damage equipment, injure personnel or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Teligent will permit such equipment to be connected with its channels without the use of protective interface devices.
- 3.5.3 If the Customer fails to maintain the equipment and/or system properly, with resulting imminent harm to Teligent's personnel or the quality of service to other Customers, Teligent may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Teligent may, upon written notice, terminate the Customer's service.
- 3.5.4 The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using Teligent's service. The Customer shall be responsible for payment of all applicable charges for services provided by Teligent and charged to the Customer's accounts, even where those calls are originated by fraudulent means either from Customer's premises or from remote locations.

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8065 Leesburg Pike, Suite 400
Vienna, VA 22182

CARRIER ACCESS SERVICES TARIFF

- 3.5.5 Teligent shall be indemnified and held harmless by the Customer against claims of liable, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over Teligent's service, against claims for infringement of patents arising from, combining with, or using in connection with, service, Teligent's apparatus and systems of the Customer; against all other claims arising out of any act or omission of the member in connection with Teligent's service. The Customer shall be liable for:
- 3.5.5.A Loss due to theft, fire, flood, or other destruction of Teligent's equipment or facilities on Customer's premises.
- 3.5.5.B Reimbursing Teligent for damages to facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents or contractors.
- 3.5.5.C Charges incurred with interconnect or local operating companies for service or service calls made to the Customers premises or on the Customer leased or owned telephonic equipment unless Teligent specifically authorizes said visit or repairs in advance of the occurrence and Teligent agrees in advance to accept the liability for said repairs or visit.
- 3.5.5.D Payment for all Teligent service charges incurred through usage or direct action on the part of the Customer.
- 3.5.6 The Customer may be required to verify in writing that it is duly authorized to order service at all locations designated by the Customer for service, and assumes financial responsibility for all locations designated by the Customer to receive Teligent's services. If the verification (i.e., a letter of authorization) cannot be produced within 5 (five) calendar days of the request, the presubscription of the Customer's locations are considered unauthorized.
- 3.5.7 The Customer shall not use the Teligent name, logo or trademark in any promotional materials, contracts, Tariffs, service bills, etc., without expressed written authorization from Teligent. The Customer shall not use the Teligent name, logo or trademark in any pre-sale activities. The Customer is prohibited from using Teligent's name or trademark on any of the Customer's products or services.
- 3.5.8 In instances where Teligent is connecting its service to the Customer's own Customer-provided communications system or equipment or to any service or equipment provided by others, the Teligent Customer must ensure that the equipment or system must provide answer supervision upon the delivery of the call to the switching equipment or to the equipment connected to the communications system. When service is directly connected to a communications system at a Customer's premises, answer supervision must be provided when the call terminates in or passes through the first Customer premise equipment on that communications system, such as but not limited to when a call is (1) answered by a local station; (2) answered by an attendant; (3) routed to a second communications system; or (4) routed elsewhere by the switching system.

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CARRIER ACCESS SERVICES TARIFF

3.5.9 The software used to provide Teligent's services is proprietary and Customer shall protect such software.

3.5.10 Customer may not assign or transfer any of its rights or services ordered without the prior written consent of Teligent. Teligent may assign any service orders to its parent company or any affiliate. Teligent will notify Customers of any such assignment.

3.6 Interruption of Service

3.6.1 Credit allowance for the interruption of service that is not due to Teligent's testing or adjusting, negligence of the Customer or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify Teligent immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer or end user shall ascertain that the trouble is not being caused by any action or omission by the Customer within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to Teligent's facilities.

3.6.2 For purposes of credit computation, every month shall be considered to have 720 hours.

3.6.3 The Customer shall be credited for an interruption at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" - outage time in hours

"B" - total monthly charge for affected facility

3.6.4 If written notice of a dispute as to charges is not received by the Company within 30 days of the date a bill is issued, such charges shall be deemed to be correct and binding on the Customer.

3.7 Restoration of Service

3.7.1 The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

3.8 Access Service Request

3.8.1 Applicants wishing to obtain service may apply for service orally with Teligent or pursuant to a completed and signed ASR.

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SECTION 9(1)

BY Stephan B. Bell

SECRETARY OF THE COMMISSION

CARRIER ACCESS SERVICES TARIFF

3.8.2 Cancellation of ASR A Carrier may cancel an ASR for the installation of service on any date prior to notification by Teligent that service is available for the Carrier's Use or prior to the service date, whichever is later. The cancellation date is the date Teligent receives written or verbal notice from the Carrier that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Carrier or End-user is unable to accept Access Service within 30 calendar days of the original service date, the ASR will be canceled and applicable charges will apply.

3.8.2.A Prior to Firm Order Confirmation Dates - If an ASR is canceled prior to the Firm Order Confirmation Date, no charges will apply.

3.8.2.B On or after Firm Order Confirmation Date - If an ASR is canceled on or after the Firm Order Confirmation Date, the Carrier will be billed a flat cancellation fee of \$50.00.

3.9 Deposits and Advance Payments

3.9.1 Each applicant for service will be required to establish credit. Any applicant whose credit has not been duly established to the sole and exclusive satisfaction of Teligent may be required to make an advance payment or make a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing Customer may be required to make a deposit or increase a deposit presently held. The deposit may be retained for as long as the financial condition/credit worthiness of the Customer is considered to be unsatisfactory by Teligent. If the deposit is not posted in compliance with the written notification of Teligent, service to the Customer may be discontinued without further notice.

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CARRIER ACCESS SERVICES TARIFF

3.9.2 A deposit will be returned:

3.9.2.A When an Application for Service has been canceled prior to the establishment of service. The deposit will be applied to any charges applicable in accordance with the Tariff and the excess portion of the deposit will be returned;

3.9.2.B Upon demonstration of a satisfactory credit payment history and a determination by Teligent that the financial condition/credit worthiness of the Customer is satisfactory; or

3.9.2.C Upon the discontinuance of service. Teligent will refund the Customer's deposit or the balance in excess of unpaid bills for that service. At the option of Teligent, such a deposit may be refunded or credited to the Customer at any time prior to the termination of the service.

3.9.3 The fact that a deposit has been made in no way relieves the Customer from complying with the regulations with respect to deposits and the prompt payment of bills on presentation.

3.10 Taxes, Surcharges and Utility Fees

3.10.1 Customer is responsible for the payment of all state and local taxes, surcharges, utility fees, or other similar fees (*i.e.*, gross receipts tax, sales tax, municipal utilities tax) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff. These charges will appear as separate line items on the Customer's bill and are not included in the rates contained in this Tariff.

3.11 Customer Billing Inquiries

3.11.1 Any Customer who has a question regarding his/her telephone bill may contact Teligent at its toll free number, 1-888-411-1175 or at 8065 Leesburg Pike, Suite 400, Vienna, VA 22182.

3.12 Late Payment and Returned Check Charges

3.12.1 Teligent may assess interest charges based on the maximum lawful rate under applicable state law on all overdue balances. In addition, Teligent may assess up to a twenty-dollar (\$20) charge for each returned check.

3.13 Payment of Charges

3.13.1 For billing of fixed charges, service is considered to be established upon the day in which Teligent notifies the Customer of installation and testing of the Customer's service.

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CARRIER ACCESS SERVICES TARIFF

- 3.13.2 Usage charges will be billed monthly in arrears. Customer will be billed for all usage accrued beginning immediately upon access to the service. Customers will be billed for usage occurring during their specific 30-day billing cycle, which for purposes of computing charges shall be considered a month. The rates charged to a Customer will be the rates in effect on the first day of the Customer's billing cycle.
- 3.13.3 Monthly recurring charges for all access service components, provided hereunder, are billed in advance of service and reflect the rates in effect as of the date of the invoice. A Customer's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period.
- 3.13.4 Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Teligent or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or electronic funds transfer. Customer payments are considered prompt when received by Teligent or its agent by the due date on the bill.
- 3.13.5 Bills that remain unpaid beyond the due date on the bill will incur a late payment charge of 1.5% - or the maximum permitted by law, whichever is lower - of the outstanding unpaid balance for each month or part of a month that the bill remains unpaid after the specified due date.
- 3.14 Cancellation for Cause
- 3.14.1 Teligent, by written notice to the Customer or applicant, may immediately cancel the ASR for or discontinue service without incurring any liability for any of the following reasons:
- 3.14.1.A Non-payment of any sum due to Teligent for service for more than 30 days beyond the date of rendition of the bill for such service. In the event Teligent terminates service for nonpayment, the Customer may be liable for all reasonable costs of collection including reasonable court costs, expenses and fees; or
- 3.14.1.B Non-payment of any sum due to Teligent for service for more than 30 days beyond rendition of the bill on any Teligent account regardless of whether the ASR or service being canceled is related or unrelated to the account or service for which the sum is past due; or
- 3.14.1.C A violation of or failure to comply with, any regulation governing the furnishing of service; or
- 3.14.1.D Teligent confirms that both a phone number and mailing address are no longer valid for the Customer; or
- 3.14.1.E Teligent is prohibited from furnishing service by order of a court or other government authority having jurisdiction.

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OCT 30 2000

CARRIER ACCESS SERVICES TARIFF

3.14.2 Service may be discontinued if the Customer fails to post the deposit required by the Tariff.

3.14.3 Service may be discontinued if Teligent no longer has facilities available to provide this service.

3.15 Disconnection of Service

3.15.1 By giving advance written notice, Customer may disconnect service at any time following its minimum service requirement(s).

3.15.2 Teligent will have up to 30 days to complete disconnect. Customer will be responsible for all charges for 30 days or until disconnect is effected, whichever is sooner. This 30 day period will begin upon receipt of the written notification from the Customer. However, in the event that Customer continues to utilize Teligent's services beyond the date upon which the services are to be disconnected, the Customer will be liable for the usage charges incurred.

3.15.3 For non-usage sensitive charges Customers will be liable for the entire monthly recurring charge during the month Customer's service terminates.

3.15.4 If the Customer disconnects service prior to the end of a term plan, the termination liabilities associated with the term plan will apply.

3.16 Title to Facilities

Title to all facilities provided by Teligent in accordance with this Tariff remains with Teligent.

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CARRIER ACCESS SERVICES TARIFF

SECTION 4 – DESCRIPTION OF SERVICES OFFERED

4.1 Switched Access Service

4.1.1 General - Switched Access Service, which is available to Carriers for their use in furnishing their services to End-users, provides a two-point communications path between a Carrier's premises and an End-user's premises. It provides for the use of Teligent's common terminating, switching and trunking facilities, and for the use of common subscriber plant. Rates and charges for services other than Switched Access Services, e.g., interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other service. Teligent's Switched Access Service may be provided jointly with the incumbent LEC or directly by Teligent. When applicable, Teligent concurs in the Multiple Bill Meet Point Billing Arrangement tariff provisions of the incumbent LEC with which it provides joint service. Teligent reserves the right to withdraw this concurrence at any time.

4.1.1.A Switched Access Service is provided as a trunkside connection, Feature Group D (FGD) Type to Teligent's Switches for the Carrier's use in origination and termination connections.

- 1 The access code for FGD switching is a uniform case of the form 10XXX or 101XXXX. A single access code will be the assigned number of all FGD access provided to the Carrier by Teligent. No access code is required for calls to a Carrier over FGD facilities if the end-user's service is arranged for presubscription.
- 2 Where no access code is required, the number dialed by the Carrier's end-user shall be a seven or ten digit number for calls in North America Numbering Plan (NANP), except for 00-dialed calls which are routed to the predesignated Carrier. For international calls outside the NANP, a seven digit to twelve digit number may be dialed. The form of the numbers dialed by the Carrier's end-user is NXX-XXXX, 0 or 1 = NXX XXXX, NPA + NXX-NXXX, 0 or 1 + NPA + NXX-XXXX, and where the Teligent switch is equipped for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC + NN.
- 3 When the 10XXX access code is used, FGD switching also provides for dialing the digit 0 for access to the Carrier's operator, 911 for access to emergency reporting services, or the end-of-dialing digit (#) for cut-through access to the Carrier's premises.

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CARRIER ACCESS SERVICES TARIFF

- 4.1.1.B Switched Access is provisioned as FGD at the DS1 level using D3/D4 format on a per trunk basis and is differentiated by type and directionality of transmission. Originating traffic type represents capacity for carrying traffic from end-user to the Carrier. Terminating traffic represents capacity for carrying traffic from the Carrier to the end-user. All traffic must be associated with a Carrier-produced CIC
- 4.1.1.C An out of band signaling connection (Common Channel Signaling Access Port) is required in conjunction with Switched Access Service equipped with out of band signaling. Out of band signaling allows the Carrier to pass call set-up information over a path which is separate from the message path utilizing Signaling System 7 (SS7) protocol. This connection is provided at the DS0 level and provides the interconnection between Teligent's Signal Transfer Point (STP) and the Carrier's Signaling Point of Interconnection (SPOI).
- 4.1.1.D Switched Access Service may be provided as trunk side switching and may be provided with wink start or start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is specified.
- 4.1.1.E Switched Access Service is provided with multi frequency address or out of band signaling. Up to 12 digits of the called party number dialed by the Carrier's end-user using dual tone multi frequency or dial pulse address signals will be provided by Teligent to the Carriers premises where Switched Access Service terminates. Such address signals are subject to the ordinary transmission capabilities of the Digital transmission Service provided.
- 4.1.1.F Feature Group D Usage Measurement – The measurement of terminating call usage over FGD ends when the FGD entry switch receives disconnect supervision from either the terminating end-user's end office, indicating the terminating end-user has disconnected, or the Carrier's point of termination, whichever is recognized first by the entry switch. 800/888/877 Data Base Access usage measurement begins when the originating end office switch receives the first wink supervisory signal forwarded from the Carrier's point of termination. 800/888/877 Data Base Access usage measurement ends when the originating end office receives on-hook disconnect supervision from either the originating end-user's end office, indicating the originating end-user has disconnected, or the Carrier's point of termination, whichever is recognized first by the end office.

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1. For originating calls over FGD with multi frequency address signaling, usage measurement begins when the originating entry switch receives the first wink supervisory signal forwarded from the Carrier's point of termination. For originating calls over FGD with out-of-band signaling, usage measurement begins when the last point of switching sends the initial address message to the Carrier.
 2. The measurement of originating call usage over FGD ends when the originating entry switch receives disconnect supervision from either the end-user's end office, indicating the originating end-user has disconnected, or the Carrier's point of termination, whichever is recognized first by the entry switch.
 3. For terminating calls over FGD, the measurement of access minutes begins when the entry switch receives answer supervision from the terminating end-user's end office indicating the terminating end-user has answered.
- 4.1.2 Elements - There are four rate elements of Switched Access Service for which Teligent will charge Carriers. A portion of the rate elements may be charged by the incumbent LEC with which Teligent provides joint service. Unless otherwise noted Teligent will charge the entire rate shown.
- 4.1.2.A Interconnection provides for certain switching capability and network operations type functions not assigned to other Switched Access Service elements. This charge is applied to a Carrier's total Switched Access minutes of use.
- 4.1.2.B Local Switching provides for the use of end office switching equipment. Local Switching is billed on a per access minute of use basis. Included in Local Switching are:
1. Common Switching provides the local end office functions and optional features.
 2. Transport Termination provides for the trunk side arrangements that terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Teligent.
 3. International Dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office. International dialing may be provided where end offices are appropriately equipped.

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CARRIER ACCESS SERVICES TARIFF

4.1.2.C Local Transport provides the transmission facilities between the Carrier premises or collocated interconnection location and Teligent's end-office switch(es) where the Carrier's traffic is switched to originate or terminate Carrier's communications. Local Transport elements include:

1. Switch Transport provides the transmission path from the Serving Wire Center ("SWC") of the Carrier's premises to an end office utilizing switching functions. Switched Transport consists of circuits dedicated to the use of a single Carrier from the Carrier's premises to the circuits used in common by multiple Carriers from Teligent's switch to an end office.
 - (a) Switched Transmission Switched Transmission provides for the transmission facilities from the access tandem to the end office where calls are switched to originate or terminate. Switched Transmission includes the transmission medium itself (e.g., wire, fiber or RF). The Switched Transmission subelement also provides for certain interoffice links that are provided for the common use of all customers but which are not switched through an access tandem. When Tandem Switched Transmission is applied to such transport, Teligent will identify such transport as Common Transport to clarify that the interoffice links were not switched through an access tandem. When both Switched Transmission and Common Transport are applicable, mileage is measured separately. Switched Transmission is billed on a per minute per mile of use basis. The amount billed by Teligent and the amount billed by the ILEC will be based on the portion of distance between the Carrier's premises and Teligent's switch serviced by each LEC. Distance will be calculated pursuant to the distance calculation contained in NECA Tariff FCC No. 4.
 - (b) Switched Termination includes certain circuit equipment that is used at the ends of the interoffice links and employed to derive the channels on the transmission medium and circuit equipment used within the network to manage the circuits at intermediate locations. Tandem Switched Termination is billed on a per access minute of use basis.
 - (c) Common Trunk Port used by multiple customers provides for the termination of common transport trunks in common end office trunk ports in conjunction with tandem routed traffic. The Common Trunk Port rate is assessed on a usage sensitive basis on tandem routed switched access. The Common Trunk Port rate applies whenever the Switched Termination rate applies. Common Trunk Port is billed on a per access minute of use basis.

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CARRIER ACCESS SERVICES TARIFF

4.1.2.D Carrier Common Line - Provides for the use of End-user's Company-provided common lines by Carriers for access to such End-users to furnish Intrastate Communications. Carrier Common Line is billed on a per access minute of use basis.

1. No telephone number or detailed billing will be provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Insert.
2. Intrastate rates apply only to that portion of Carrier Common Line Service provided for intrastate usage.

4.1.3 800/888/877 Data Base Access Service is an originating only trunk side service. When an 800+NXX-XXXX or 888+NXX-XXX call is originated by an end-user, Teligent will perform Carrier identification based on screening of the full ten-digits of the 800/888/877 number to determine the location to which the call is to be routed. Switched Access rates and charges apply to 800/888/877 Data Base Access Service calls originated from Teligent end offices. In addition to Switched Access usage charges, an 800/888/877 Data Base Access Basic Query charge applies to each 800/888/877 Data Base Access service call delivered to the Carrier. 800/888/877 Data Base Access Service is billed on a per query basis. The following features are available with 800/888/877 Data Base Access Service:

4.1.3.A POTS Translation The POTS Translation feature converts the 800/888/877 number into a designated Plain Old Telephone Service (POTS) 10 digit number. If the Carrier provides the POTS number associated with the 800/888/877 number and requests delivery of the POTS number in place of the 800/888/877 number, Teligent will deliver the POTS number. The charge for this feature will be in addition to the 800/888/877 Data Base Access Basic Query.

4.1.3.B Call Validation The Call Validation feature ensures that calls originate only from an 800/888/877 Subscriber's customized service area. Calls originating outside the area will be screened and an out of band recording will be returned to the calling party. The charge for this feature will be in addition to the 800/888/877 Data Base Access Basic Query.

4.1.3.C Call Handling and Destination The Call Handling and Destination feature allows routing of 800/888/877 calls based on one or any combination of the following: time of day, day of week, percent allocation and specific 10 digit ANI. The charge 4.1.3.A POTS Translation The POTS Translation feature converts the 800/888/877 number into a designated Plain Old Telephone Service (POTS) 10 digit number. If the Carrier provides the POTS number associated with the 800/888/877 number and requests delivery of the POTS number in place of the 800/888/877 number, Teligent will deliver the POTS number. The charge for this feature will be in addition to the 800/888/877 Data Base Access Basic Query.

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CARRIER ACCESS SERVICES TARIFF

4.1.4 Information Surcharge

- 4.1.4.A The Information Surcharge applies to each Switched Access minute of use (measured or assumed) and shall be assessed upon all customers that use local switching facilities for the provision of intrastate or interstate telecommunications.
- 4.1.4.B The Information Surcharge is to recover the costs of the functions associated with the printing of the directory white pages. The surcharge is assessed to a customer based on the total number of access minutes at the rates contained in Section 5 of this tariff.

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CARRIER ACCESS SERVICES TARIFF

4.1.5 Obligations of the Customer

4.1.5.A Mixed Interstate and Intrastate Access Service When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the jurisdictional reports will serve as the basis for prorating the charges.

1. The percentage of an Access Service to be charged as intrastate is applied in the following manner:
 - (a) For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.
 - (b) For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Teligent assumed average use) time the state rate.
2. Jurisdictional Reports For Switched Access services, Teligent will use the percentage of interstate originating feature group D traffic to determine the percent of interstate usage to apply to all other switched access services provided by Teligent to the Carrier.
 - (a) For Switched Access services for which Teligent cannot determine the jurisdictional nature of Carrier traffic and its related access minutes, Teligent reserves the right to call upon the Carrier to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Carrier shall upon ordering service, and annually thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Carrier reports a different projected interstate percentage for a working trunk group. When the Carrier adds trunks to or removes trunks from an existing group, the Carrier shall furnish a revised projected interstate percentage that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.
 - (b) No pro-rating or back-billing will be done based on the report. The Carrier may require call detail records to substantiate projected interstate usage provided to Teligent. In the event that the required jurisdictional report is not provided, Teligent recorded interstate percentage of interstate usage will be applied to the bill.

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SECTION 9(1)

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8065 Leesburg Pike, Suite 400
Vienna, VA 22182

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SECRETARY OF THE COMMISSION

CARRIER ACCESS SERVICES TARIFF

- (c) Teligent may request this detailed information annually. If the audit results represent a substantial deviation from the Carrier's previously reported PIC for the period upon which the audit was based, the call detail records may be requested more than once annually.

4.1.5.B On and Off-Hook Supervision The Carrier's facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

4.2 Presubscription

4.2.1 Presubscription is an arrangement whereby an end-user may select and designate to Teligent an interexchange carrier(s) (IXC) to access, without an access code, for intraLATA and interLATA calls. The IXC(s) are referred to as the end-user's Primary Interexchange Carrier(s) (PIC). The end-user may select as its PIC Teligent, or any other IXC that order originating Feature Group D Switched Access Service at the end office that serves the end-user. After the end-user's initial selection of a predesignated IXC for intraLATA or interLATA calls, for any additional change in selection, a nonrecurring charge applies.

4.2.2 At the request of a new or existing end-user served by a Feature Group D end office, Teligent will provide a randomly generated list of IX's the end-user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options:

4.2.2.A Designate an IXC as a PIC and dial 10XXX or 101XXXX to reach other IXCs, or

4.2.2.B Designate that they do not want to be presubscribed to any IXC and choose to dial 10XXX or 101XXXX for all calls to all IXCs.

4.2.3 Subsequent to the installation of Local Exchange Service, and after the end-user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge applies. This charge is billed to the end-user that is the subscriber to the Local Exchange Service, or upon request by the selected IXC, billed to the IXC on behalf of the end-user.

4.2.4 No Fault PIC Switchback. If an IXC requests a PIC change on behalf of an end-user or billed party, and the end-user or billed party subsequently denies or disputes requesting the change, then:

4.2.4.A The billed party will be reassigned by Teligent to their previously selected IXC. No charge will apply to the billed party for this reassignment.

4.2.4.B A No Fault PIC Switchback Charge will apply to the IXC that requested the disputed PIC change.

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- 4.2.4.C Teligent will not perform an investigation when an end-user or billed party denies requesting a PIC change submitted by a Carrier. A letter of agency from the Carrier will neither be requested nor accepted by Teligent. Resolution of the PIC dispute must occur between Carrier and end-user, and the Carrier is permitted to request a subsequent PIC change on behalf of the end-user. A No-Fault PIC Switchback charge applies regardless of the resolution of the PIC dispute or even if the end-user does not dispute a subsequent PIC change to the same carrier involved in a previous dispute.
- 4.2.4.D No Fault PIC Switchback Service does not relieve the Carrier of FCC requirements for verifying all end-user PIC orders obtained by its telemarketing groups prior to submitting orders to Teligent or for instituting steps to obtain letters of agency on end-user PIC assignments submitted to Teligent. In addition, No Fault PIC Switchback Service does not prohibit an end-user from initiating a complaint with the FCC concerning unauthorized PIC changes.
- 4.2.5 A Primary Interexchange Carrier Charge (PICC) applies for each end-user's common line that is presubscribed to a particular IXC.
- 4.2.5.A For end-user lines that have a PIC, the PICC applies to the selected IXC on a per presubscribed line per month basis.
- 4.2.5.B For one-way, inbound only lines, where the end-user does not receive dial tone and can not originate calls, the PICC will not apply.
- 4.2.5.C If the end-user line is not presubscribed to a primary interexchange carrier, the PICC will not apply.
- 4.2.5.D A separate PICC charge may also apply per line for Intrastate Presubscription.

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CARRIER ACCESS SERVICES TARIFF

SECTION 5 – RATES

5.1 Switched Access Service

5.1.1 Non-Recurring Charges

Access Order Charge (per ASR)	\$50.00
ASR Cancellation Fee (per ASR)	\$50.00
Design Change Charge (per change)	\$35.00
Service Date Change Charge (per change)	\$35.00

5.1.2 Rate Elements (per minute)

	Originating	Terminating
5.1.2.A <u>Interconnection</u>	\$0.0.000491	\$0.000000
5.1.2.B <u>Local Switching</u>	\$0.004497	\$0.004497
5.1.2.C <u>Switched Transport</u>		
1. Switched Transmission (per mile)	\$0.000030	\$0.000030
2. Switched Termination	\$0.000227	\$0.000227
3. Common Trunk Port Service	\$0.000800	\$0.000800
5.1.2.D <u>Carrier Common Line</u>	\$0.000000	\$0.000000

5.1.3 800/888/877 Data Base Access Basic Query

Per Query	\$0.00421
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5.1.4 Information Surcharge

Per Minute	\$0.000296
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5.2 Presubscription

5.2.1 PIC Selection Change

Per Change \$1.49

5.2.2 No Fault PIC Switchback Charge

Per Switchback \$10.03

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